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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
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11 SREAM, INC, a California corporation,
12

13 Plaintiff,

14 v.

15 BENZAMIN KIM; AWAD ATALLA; SF
16 BROTHERS, INCORPORATED; and
17 DOES 1-10 INCLUSIVE,

18 Defendants.

19 Case No. 8:15-cv-00045-JVS-DFM
20

21 **STIPULATED FINAL JUDGMENT**
22 **AND PERMANENT INJUNCTION**
23 **AGAINST DEFENDANT AWAD**
24 **ATALLA**

1 **FINAL JUDGMENT AND PERMANENT INJUNCTION**

2 This Court, having made the following findings of fact and conclusions of law
3 pursuant to the parties' stipulation:

4 A. Plaintiff Sream, Inc. ("Sream" or "Plaintiff") filed suit against Defendant
5 Awad Atalla, doing business as P&G Tobacco ("Atalla"), alleging that Atalla violated
6 Sream's rights under 15 U.S.C. §§ 1114, 1116, 1125(a), (c), and (d), and Cal. Bus & Prof. §
7 17200 *et seq.* ("Action");

8 B. The Parties entered into a settlement agreement as of March 2015 ("Settlement
9 Agreement"), which requires entry of the stipulated judgment set forth herein;

10 And good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED,
11 AND DECREED THAT:

12 1. That judgment be entered in favor of Sream against Atalla on all claims.

13 2. For the purposes of binding preclusive effect on Atalla as to future disputes
14 between Atalla and Sream, and only for such purposes, Atalla admits the following:

15 a. Mr. Martin Birzle is now, and has been at all times since the dates of issuance,
16 the owner of United States Trademark Registration Nos. 2,235,638; 2,307,176;
17 and 3,675,839 (the "RooR Marks") and of all rights thereto and thereunder.

18 b. The RooR Marks are valid and enforceable.

19 c. Since at least 2011, Plaintiff Sream has been the exclusive licensee of the
20 RooR Marks in the United States. Mr. Birzle has been granted all
21 enforcement rights to Sream to sue for obtain injunctive and monetary relief
22 for past and future infringement of the RooR Marks.

23 d. Atalla, by the actions described in the complaint, has infringed upon the RooR
24 Marks.

25 3. Atalla, and those acting on Atalla's behalf (including its owners, shareholders,
26 principals, officers, agents, servants, employees, independent contractors, and partners), are
27 permanently enjoined from producing, manufacturing, distributing, selling, offer for sale,
28 advertising, promoting, licensing, or marketing (a) any product bearing the RooR Marks or

1 (b) any design, mark, or feature that is confusingly similar to the RooR Marks (collectively,
2 the “**Injunction**”).

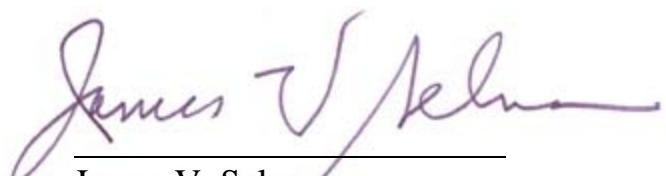
3 4. Atalla is bound by the Injunction regardless of whether Mr. Martin Birzle
4 assigns or licenses its intellectual property rights to another for so long as such trademark
5 rights are subsisting, valid, and enforceable. The Injunction inures to the benefit of Mr.
6 Martin Birzle’s successors, assignees, and licensees.

7 5. This Court (or if this Court is unavailable, any court within the Central District
8 of California) shall retain jurisdiction over all disputes between and among the Parties
9 arising out of the Settlement Agreement and Injunction, the Stipulation which includes the
10 Injunction, and this final judgment, including but not limited to interpretation and
11 enforcement of the terms of the Settlement Agreement.

12 6. The Parties waive any rights to appeal this stipulated judgment, including
13 without limitation the Injunction.

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15 IT IS SO ORDERED.

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17 Dated: March 16,
18 2015



James V. Selna
United States District Court Judge

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